

FILED
U.S. DISTRICT COURT
IN THE UNITED STATES DISTRICT COURT DISTRICT OF NEBRASKA
FOR THE DISTRICT OF NEBRASKA

13 APR 22 PM 12:00

OFFICE OF THE CLERK

GARY LAMONT ABRAHAM

Plaintiff,

8:13W129

COMPLAINT & INDEX
OF EVIDENCE

Vs.

FARMERS INSURANCE ET AL;

LIBERTY MUTUAL ET AL;

Defendants,

SHORT CAPTION: GARY ABRAHAM VS FARMERS INSURANCE

JURY DEMAND

OTHER PARTIES THAT ARE NEITHER PLAINTIFFS NOR DEFENDANTS:

Plaintiffs complain also on behalf of other directly or proximately injured entities, which injury or damage arises from Defendants' tortious actions which made necessary certain existing contractual agreements, to insure Plaintiffs' survival. These parties are:

1. Kellogg Credit Union, Lakeside Hospital, Annette Nared, Miller Orthopedic, Medicare/Medicaid, Bondesson Auto Collision and Repair, Mick Manley Sr, Mick Manley Jr. Enterprise Rent a Car; Plaintiffs' various healthcare givers who may have not been paid, or not paid with interest due them through the systematic pattern of Bad Faith, Breach of Contract and intentional avoid, delay defer paying activity alleged herein; Others whose proper payments were unnecessarily delayed with exactly the same purpose and motive, of which Plaintiffs complain herein; as well as other unknown injured parties that may yet be discovered.

THESE PARTIES ARE INCLUDED IN ACCORDANCE WITH THE
PROVISIONS OF FRCP RULE 71.

DEFENDANTS, Their Agents, Servants and Employees;

1. Foremost Insurance Group (address unavailable)
2. Farmers Insurance Group
3. Bristol West Auto Insurance Hollywood, FL 33022

4. Liberty Mutual Fire Insurance Company Warrenville, Il 60555

JURISDICTIONAL STATEMENT

1. This Court has jurisdiction over the subject matter of the within action pursuant to (statutory jurisdictional basis, e.g., 28 U.S.C. §1332) as the action is between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.
2. Plaintiffs aver on information and belief, and upon reasonable investigation and research that Federal RICO laws 18 USC 1961-1968 do not frustrate the goals of any laws regulating insurance in either the States of Nebraska or of California, and further that The District Federal Court of The State of Nebraska has jurisdiction in this matter by Federal Statute and by Diversity:
3. Federal District court has jurisdiction over federal questions, and by statute over;
 - a. 18 USC 1962 (a) - (d)
 - b. 18 USC 1964 (c)
 - c. 18 USC 1951
 - d. 28 USC 1331
 - e. 28 USC 1339
4. There is Diversity of Citizenship, 28 USC Sec. 1332, regarding the tortious actions alleged and violations of 18 USC 1962 (RICO), and 18 USC 1951 (Hobbs) by Defendants, since continuity of these actions spans to this Very Day Of

 - a. Bristol West Insurance is a wholly owned subsidiary of Farmers Insurance Group, and Farmers Insurance Group does business in many States of the United States; the home offices of Farmers Insurance Group are in the State of California, of which it is also a citizen, while Bristol West Insurance, upon information, belief and reasonable investigation is licensed by the State of Florida, and the State of Nebraska to do business within those, and possibly other States, and that it does business only or primarily within the State of Nebraska.
5. The Parent company, Farmers Insurance Group does business in the State of Nebraska and has representatives in The Mid Western District of Nebraska. On information and belief, Bristol West Insurance is a Foreign Corporation doing business in the State Of Nebraska; and further that other incorporated entities (Foremost Insurance Group) bearing the name "Farmers Insurance Group" are incorporated subsidiaries wholly owned by Farmers Insurance Group and are therefore controlled by Farmers Insurance Group, and that the policies of claim handling in these entities are the dictates of Farmers Insurance Group. This is based on information available in Best's.

6. Defendant, Liberty Mutual Insurance is a corporation organized and existing under the laws of the State of Nebraska with a principal place of business at 27201 Bella Vista Pkwy, Warrenville, IL 60555.

COMES NOW, The Plaintiff, Gary Abraham asserted causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing (bad faith) by Farmer Insurance and unfair business practices by defendant's Liberty Mutual Insurance and Farmer Insurance

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT AND FRAUD

1. Plaintiff, Gary Abraham, is a citizen of the State of Nebraska, County of Douglas, and resides at 3327 N 163rd Plaza #302, in Omaha, 68116.
2. Defendant, Farmers Insurance is a corporation organized and existing under the laws of the State of Nebraska with a principal place of business at 4680 Wilshire Blvd Los Angeles, CA 90010.
3. Plaintiff, Gary Abraham is ignorant of the true names and capacities of defendants sued herein as DOES I through X, inclusive, and therefore sues Farmers Insurance these defendants by such fictitious names. Plaintiff Gary Abraham will amend this complaint to allege their true names and capacities when ascertained.
4. Plaintiff Gary Abraham informed and believes thereon alleges that, at all times herein mentioned, each of the defendants sued herein was the agent and employee of each of the remaining defendants and was at all times acting within the purpose and scope of such agency and employment because they enter into a oral contract between each other to cause Plaintiff harm.
5. On or about January 03, 2010, Defendant Farmers Insurance Group through its subsidiary Bristol West Insurance, conspired to sell Plaintiffs a policy of automobile insurance which Defendants alter policy without Plaintiff Permission or knowledge, and upon which Plaintiffs relied on as a peace of mind. A copy of which is attached hereto as Exhibit "A" and made a part hereof.
6. On or about January 03, 2010, Defendant Farmers Insurance Group through various of its employees began a continuing conspiracy to defraud plaintiffs of benefits for which he had paid or thought he was paying under that policy of Farmers Insurance Group not Bristol West.
7. In so doing, Defendant Farmers Insurance Group has committed Conspiracy to commit fraud which has been consummated and continues to exist through the instruments of other unlawful acts of Using Bristol West and Foremost Insurance which Plaintiff thought he was insured by Farmers Insurance Group.

8. As a result of this conspiracy, Plaintiffs have sustained permanent damages to his property and person. Farmers Insurance and Bristol West Insurance have perpetrated on Plaintiff for a period beginning on or about January 2010 and continuing to the present.
9. Between March 04, 2013 and April 02, 2013, Defendant Bristol West through its employees, attempted to enter into a conspiracy with Liberty Mutual Insurance, in their fraudulent scheme to low ball Plaintiff Gary Abraham repairs and rental car coverage which they could use for that purpose.
10. Defendant, Farmers Insurance and Liberty Mutual representative through their employees, attempted to influence repair estimate report by sending their employees to take over control of Plaintiff Claim by bargaining, negotiations and settlement with Bondesson Auto Collision and H&H Chevorlet information appropriate to their interest in controlling this claim damages to plaintiff car, but wholly irrelevant to Plaintiff getting his car properly fixed. By using Plaintiff coverage's.
11. Plaintiff has performed all conditions, covenants, and promises required by him on his part to be performed in accordance with the terms and conditions of the contract.
12. On or about March 03, 2013 the defendant, Farmers Insurance breached the said policy by particeley and or not providing coverage's to its insured at all.
13. By reason of defendant, farmer's insurance breach of said contract as herein alleged, the plaintiff, Gary Abraham has suffered damages and loss of employment. Defendants Farmers Insurance and Bristol west has dealt unconscionably with Plaintiff Gary Abraham in its unconscientiously use of its power arising out of its own relative position of superiority and resulting in an unconscionable bargain that is the policy that left Plaintiff not in a peace of mind and cause loss and pain and suffering

SECOND CAUSE OF ACTION FOR BAD FAITH AND UNFAIR BUSINESS PRACTICES.

1. Defendant Farmers Insurance had, and still has a fiduciary duty to Plaintiff Gary Abraham to act in Plaintiff's, i.e., their insured's interest over their own interest. It did not.
2. Plaintiff was unjustifiably accused of fraud/wrongdoing from start to finish of filing a claim with defendant farmers Insurance which cancered

claim handling by Liberty Mutual Insurance to believe Plaintiff did something fraudulently wrong.

3. Plaintiff was forced to give up some the fight against the liberty Mutual Insurance company because Defendant, Farmers Insurance had came up with a strategic to defeat fail claim handling by the liberty Mutual insurance company by Defendant, Farmers Insurance forcing plaintiff to go through his own insurance company.
4. Defendant's Farmers Insurance and Liberty Mutual Insurance refused and ignore pertinent communication and adjustment in reference to the claim as a whole.
5. Defendant, Farmer Insurance give no reasonably explanation as to why benefits under plaintiff policy was being delay through any type of written communication which Plaintiff ask for in written communication to them.
6. Defendant's Farmers Insurance and Liberty Mutual Insurance communicated to plaintiff to give up on certain benefits rights under plaintiff policy in order to obtain the benefits allowed under the policy.
7. As of Today, Defendant, Farmers Insurance has delay the payment of plaintiff claim even though they agreed, they enter into with each other (liberty insurance company) once it became clear that Liberty Mutual Insurance was 100% liable to pay the claim.
8. Defendant through is Policy Booklets (language, expectations, exclusions etc..) not only tried to attempt to hide policy information but concealed relevant truth to the claim regarding the claim to prejudice Plaintiff to be dealt with fairly by anybody mention above (others parties) and Liberty Mutual claim representatives.
9. Defendant, Farmers Insurance never explain policy coverage's or benefits in detail as to policy limits, languages or meaning nor was plaintiff given the chance or opportunity to question or concur with Defendant policy coverage's or benefits.
10. Defendant's Farmers Insurance and Liberty Mutual use rental car coverage as an tactic to deny plaintiff repairs/total loss to my car by calling enterprise rental car and canceling rental car coverage's for no real reason. Furthermore admitted the mistake than tried to correct it with Plaintiff by change communication when talking to enterprise rental car.
11. Plaintiff reported to Defendant, Farmers Insurance an injury after the Hit and Run accident on March 03, 2013. Than was denied liability by defendant Liberty Mutual for the purpose of the claim.

12. The defendant's unreasonable conduct was a cause of the plaintiff's loss of employment and pain and suffering cause by the injury that defendant's refuse to pay.
13. Defendant's Failing to affirm or deny coverage of a claim within a reasonable time after having completed its investigation related to such claim. But instituting on its own power the moving of Plaintiff car to a storage shop located 23 miles away and auration rental car coverage and than mysteriously taken it away for no founded reason
14. Defendant's both, Farmers Insurance and Liberty Mutual Failure to adopt and implement reasonable standards to assure that the repairs of a repairer affiliated with the insurer are performed in a skillful manner. For purposes of this subdivision, a repairer is affiliated with the insurer if there is a preexisting arrangement, understanding, agreement, or contract between the insurer and repairer for services in connection with claims on policies issued by the insurer which Defendant establish that communication when it stop communicating with Plaintiff and communicating with The Auto Body Shop.
15. Defendant Farmers Insurance Group, refuse to honor plaintiff policy clause, uninsured or underinsured coverage when it had a duty to compensate plaintiff for any loss plaintiff had suffered, which is not covered by the insurance policy of the person or entity causing Plaintiff injury or damage under 44-1540. Unfair claims settlement practice; acts and practices prohibited. Any of the following acts or practices by an insurer, if committed in violation of section 44-1539, shall be an unfair claims settlement practice.
16. Failing to provide coverage information or coordinate benefits pursuant to section 68-928.

DAMAGES SEEN AND UNSEEN

1. As a direct and proximate result of the negligence and carelessness of the Defendant's, the Plaintiff:
 - a. suffered serious, painful and permanent bodily injuries, great physical pain and mental anguish, severe and substantial emotional distress, loss of the capacity for the enjoyment of life;
 - b. was, is and will be required to undergo medical treatment and to incur medical costs and expenses in order to alleviate injuries, pain and suffering;

- c. was, is and will be precluded from engaging in normal activities and pursuits, including a loss of ability to earn money and of actual earnings;
- d. and, otherwise was hurt, injured and caused to sustain losses.

INDEX OF EVIDENCE

1. Plaintiff Policy Booklet by Farmer's "A" exhibit
2. Police Report of March 03, 2013
3. Estimate From Liberty Mutual Claim Adjuster
4. Estimate From Farmers Insurance
5. Estimate From Bondesson Auto Collision
6. Lakeside Emergency Room Discharge notes and bill
7. Miller Orthopedic doctor bill
8. Communications between Plaintiff and Defendant's emails
9. Defendant's Auto Declaration 10/25/12- 4/25/13.
10. Department of Insurance Complaint
11. Receipt for Police Report.
12. Plaintiff Up Keep History

WHEREFORE, PLAINTIFF PRAYS, for judgment against defendants, and each of them as follows:

13. For the sum of \$260,000 for breach of contract and the value of its performance.
14. For interest thereon at the legal rate from and after January 2010.
15. For \$75,000 general damages for defendants' fraud.
16. For punitive damages according to proof.
17. For reasonable attorneys' fees and costs incurred herein.
18. For such other and further relief as the court may deem just and proper.
19. 135.00 in actual Damages Cause By Defendant's

Gary Abraham Pro Se
3327 N 163rd Plaza #302
Omaha, Nebraska 68116
402-706-7739

Liberty Mutual Insurance Company
2701 Bella Vista Parkway # suite 212
Warrenville, IL 60555

Farmer Insurance
12111 Anne St
OMAHA, NE 68137-2007

JS 44 (Rev. 12-12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

Gary Abraham

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

Douglas

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

Farmer Insurance ET AL
Liberty Mutual Et AL

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

OFFICE OF
13 APR 22
U.S. DISTRICT OF
BRASKA
FILED

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff☐ 3 Federal Question

(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant☒ 4 Diversity

(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF DEF

☒ 1 ☐ 1

Incorporated or Principal Place of Business in This State

Citizen of Another State

☐ 2 ☒ 2

Incorporated or Principal Place of Business in Another State

Citizen or Subject of a Foreign Country

☐ 3 ☐ 3 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT

- ☒ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

TORTS

PERSONAL INJURY

- ☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY

- ☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

- ☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY

- ☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other

LABOR

- ☐ 710 Fair Labor Standards Act
☐ 720 Labor/Management Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Employee Retirement Income Security Act

IMMIGRATION

- ☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

BANKRUPTCY

- ☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

- ☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY

- ☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES

- ☐ 375 False Claims Act
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced Corrupt Organization
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodity Exchange
☐ 890 Other Statutory Acts
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal Agency Decision
☐ 950 Constitutional of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding☐ 2 Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from Another District (specify)☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

See attached cause of action

Brief description of cause:

Defendants enter into an agreement to Breach and

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY